war is over has not before now been considered a proper basis for judicial action. Another ground suggested in the judgments is that the corporate entity has itself taken hostile character from the fact that it is probably controlled largely from abroad. It is a commonplace that enemy character depends primarily on residence. *Albretcht* v. *Sussmann*, 2 Ves. & B. 323. And there are serious theoretic difficulties in finding a corporation resident anywhere except in the state of its incorporation. See BEALE, FOREIGN CORPORATIONS, § 73 *seq.* So it had been provided: "In the case of incorporated bodies, enemy character attaches only to those incorporated in an enemy country." PROCLAMATION ON TRADING WITH THE ENEMY, Sept. 9, 1914, par. 3. TRADING WITH THE ENEMY ACT, 1914, par. 1, (2). There is, however, respectable authority to the effect that a corporation takes character from the place of its chief administrative office, wherever it may be incorporated. *Martine* v. *International Life Ins. Ass'n*, 53 N. Y. 339. See E. Hilton Young, "The Nationality of a Juristic Person," 22 HARV. L. REV. 1, 18. Of course if it has given actual assistance to the enemy, there is good ground for refusing it relief. *Netherlands South African Ry. Co.* v. *Fisher*, 18 T. L. R. 116. In the case before the court, however, there was no suggestion that the corporation had actually helped the enemy, nor that its head office was anywhere except at London. With enemy shareholders and directors suspended from their powers *pendente bello*, the possibility of control from Germany would be a very slender basis for decision.

EASEMENTS — NATURE AND CLASSES OF EASEMENTS — EASEMENT OF NECESSITY — RIGHT OF ACCESS TO GAS AND OIL. — The plaintiff was lessee of land, under an "agricultural lease" in which no specific reservations or exceptions were made. Later the owner of the land leased the gas and oil under the tract to the defendants. The defendants occupied enough of the surface of the land for the machinery necessary for drilling. The plaintiff seeks an injunction against the occupation of this land. *Held*, that the injunction will not issue. *Kemmerer* v. *Midland Oil & Drilling Co.*, 229 Fed. 872 (C. C. A., 8th Circ.).

When a lease of land is made without reservation or exception, the lessor parts with his entire right of possession during the term. *Cobb* v. *Lavalle*, 89 Ill. 331. Consequently he can give no right to a subsequent lessee. But the court in the principal case construes the words "agricultural lease" to imply that only the surface was granted, with the rest of the land excepted. It is elementary that a landowner may by grant divide his land horizontally as well as vertically. *Caldwell* v. *Fulton*, 31 Pa. St. 475; *Manning* v. *Frazier*, 96 Ill. 279. On conveying away part of his land, an owner is entitled to a way of necessity over that part if the rest of his holdings cannot be otherwise reached. *Brigham* v. *Smith*, 4 Gray (Mass.) 297; *Telford* v. *Jenning Producing Co.*, 203 Fed. 456. Accordingly it has been held that a grantor who retains the oil under his land has a right of access to his holdings. See 7 HARV. L. REV. 47. This right would of course pass to a subsequent grantee or lessee of the land retained. It would seem therefore in the principal case that the defendant should be entitled to occupy the land necessary for the enjoyment of his lease.

HABEAS CORPUS — UNCONSTITUTIONAL PROCEDURE IN TERRITORIAL COURT AS GROUNDS FOR ISSUANCE OF WRIT BY FEDERAL COURT. — In a criminal trial in the Circuit Court of Hawaii the court allowed the prosecution to read to the jury the testimony of a witness given at a former trial, thus violating the prisoner's constitutional right to be confronted with the witnesses against him. The prisoner seeks a writ of *habeas corpus* in the United States District Court. *Held*, that the writ will not issue. *In re James P. Curran*, U. S. Dist. Ct. of Hawaii, April, 1916 (not yet reported).

The "Federal Habeas Corpus Act" provides that the writ shall not issue in

favor of a prisoner unless he is confined in violation of the Constitution, laws, or treaties of the United States. U. S. COMP. STAT., § 753. This broad language has been rather narrowly construed, and it is now well settled that the writ of *habeas corpus* will not perform the functions of a writ of error. See *Henry* v. *Henkel*, 235 U. S. 219, 229. It will only lie if the proceedings in the committing tribunal are void or show lack of jurisdiction over the parties or the subject matter of the action. *Ex parte Siebold*, 100 U. S. 371; *Ex parte Parks*, 93 U. S. 18. See *Henry* v. *Henkel*, *supra*. Where the denial of a right guaranteed by the Constitution involves an error of procedure or even vitiates the mode of trial, *habeas corpus* is not the proper remedy. So the denial of the right to have a jury of one's peers and to have compulsory process in order to obtain favorable witnesses will not be reviewed on *habeas corpus*. *Ex Parte Harding*, 120 U. S. 782. Likewise the claim of double jeopardy will not be investigated on *habeas corpus*. *Ex parte Bigelow*, 113 U. S. 328. Accordingly, the principal case seems clearly right.

HUSBAND AND WIFE — RIGHTS AND LIABILITIES OF WIFE AS TO THIRD PARTIES — HUSBAND'S CREDITORS' RIGHTS IN SEPARATE ESTATE MANAGED BY HUSBAND — PRESUMPTIONS. — A business, bought with his wife's money, was managed by an insolvent debtor, on a salary as her agent. No evidence as to the disposition of the salary was offered. A prior creditor seeks to charge the business. *Held*, that the profits are chargeable to the extent of his salary. *Fisher* v. *Poling*, 88 S. E. 851 (W. Va.).

Transactions between an insolvent debtor and his wife have always been subject to exceptional scrutiny. *White* v. *Benjamin*, 150 N. Y. 258, 265, 44 N. E. 956, 958. Indeed, in such cases a wife must sustain the burden of disproving fraud in conveyances to her. *Pope* v. *Cantwell*, 206 Fed. 908; *Edelmuth* v. *Wybrant*, 21 Ky. Law 929, 53 S. W. 528. *Contra*, *Clark Bros.* v. *Ford*, 126 Ia. 460, 102 N. W. 421. Thus the presumption in the principal case that the husband's salary, being unaccounted for, must be in the business is not in principle an innovation. Indeed, this same court and others have charged the business profits for creditors where the husband's services were gratuitous. *Boggess* v. *Richards' Adm'r*, 39 W. Va. 567, 20 S. E. 599; *Glidden* v. *Taylor*, 16 Oh. St. 510. *Contra*, *Shircliffe* v. *Casebeer*, 122 Ia. 618, 98 N. W. 486; *Wasem* v. *Raben*, 45 Ind. App. 221, 90 N. E. 636. However, some courts have given as the basis for such result the assertion that the husband's industry cannot equitably be withheld from his creditors. *Patton's Exr.* v. *Smith*, 130 Ky. 819, 114 S. W. 315. Such decisions must likewise rest on a presumption, that the business, after all, is that of the husband. *Cf. Robinson* v. *Brems*, 90 Ill. 351; *Talcott* v. *Arnold*, 54 N. J. Eq. 570, 35 Atl. 532. In the principal case, the salary itself satisfied the creditors. But it would be of interest to know whether the court, on the principle of these cases of gratuitous labor, would have charged the profits if the salary had not sufficed.

INJUNCTIONS — LEGISLATIVE ABOLITION OF THE INJUNCTIVE REMEDY IN LABOR DISPUTES UNCONSTITUTIONAL. — The defendants, members of a trade union desirous of forcing the plaintiffs to join, brought pressure on the latters' employers to compel them to discharge the plaintiffs. A statute provided that no injunction should issue in such case. *Held*, the statute violates the Fourteenth Amendment of the Constitution of the United States, and an injunction will therefore issue. *Bogni* v. *Perotti*, 203 Mass. 26, 112 N. E. 853.

For discussion of this case, see NOTES, p. 75.

INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT OF SOCIETY TO RAISE PREMIUMS. — Plaintiff took out a certificate of insurance from a fraternal order under a by-law of the association which provided that "monthly pay-